



IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

JACKSON LEWIS LLP  
ATTORNEYS FOR DEFENDANT  
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ATTORNEY OF RECORD:

WENDY J. MELLK, ESQ. (*admitted pro hac vice*)  
TERESA BURKE WRIGHT, ESQ. (DC Bar No. 429196)

.....x VIA ECF

JEFF SCHMIDT,

3003 Van Ness Street, NW #W406  
Washington, DC 20008

Plaintiff,

-against-

Case No. 04-cv-3774

AMERICAN INSTITUTE OF PHYSICS,

Judge: Alexander Williams

One Physics Ellipse  
College Park, Md. 20740  
Prince George's County

Defendant.

.....x

AFFIRMATION OF WENDY J. MELLK IN RESPONSE TO  
PLAINTIFF'S MOTION TO RE-OPEN THE ABOVE CAPTIONED  
ACTION

I, WENDY J. MELLK, an attorney admitted to practice law before the Courts of the State of New York and, inter alia, admitted *pro hac vice* to the United States District Court, District of Maryland for purposes of representing Defendant American Institute of Physics in the above-captioned matter, hereby affirm, under penalty of perjury, as follows:

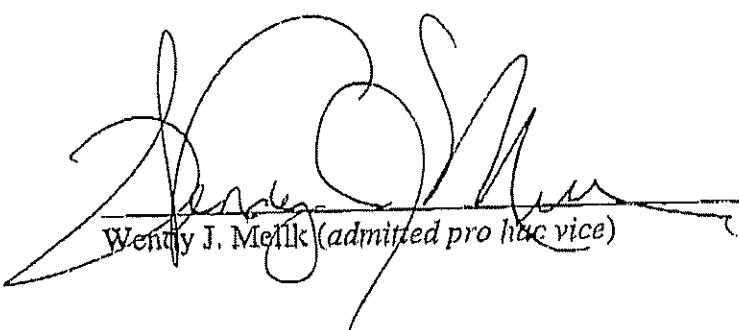
1. I am a member of the law firm Jackson Lewis LLP, counsel for Defendant American Institute of Physics. The following statements are true based upon my own knowledge, review of pertinent documents, and information and belief.

2. I submit this Affirmation in response to, and in clarification of, Plaintiff Jeff Schmidt's Motion to Re-open the above-captioned action for 30 days so that the parties may complete outstanding obligations necessary to finalize settlement of this action. While Defendant does not object to Plaintiff's Motion, we feel it necessary to provide the Court with clarification of the issues at hand.

3. After the execution of the Settlement Agreement in March 2006, Defendant issued a settlement check to Plaintiff. This check was issued for the gross sum of the settlement amount, rather than a net sum reflecting payroll tax deductions. Defendant was unaware that Plaintiff objected to the issuance of the check in this manner until a couple of weeks ago. Regardless, Defendant has agreed to re-issue a settlement check reflecting payroll tax deductions to Plaintiff, and issue a W-2 form at the appropriate time. However, Defendant will do so only after Plaintiff has reimbursed to it the previously paid settlement amount.

4. For purposes of further clarification, and as confirmed by Plaintiff's counsel in the above-captioned action, AIP is not responsible for providing a guaranty to Plaintiff from the Company administering the settlement annuity. The guaranty is not being issued by, or coming from, AIP. Any delay in the issuance of the guaranty is not the fault, or responsibility of, Defendant AIP.

*Affirmed this 7<sup>th</sup> day  
of July, 2006*



Wendy J. Mellk (admitted pro hac vice)